



# **Secondment Policy & Procedure**

June 2021 (Version 1.0)

## Contents

1. Vision and Values	2
2. Purpose	3
3. Scope	3
4. General Principles	3
5. Equal Opportunities	4
6. Responsibilities	4
6.1. All parties	4
6.2. Employees	5
6.4. HR and School Business Managers	6
7. Internal secondments	7
8. External secondments	8
8.1. Existing employees applying for an external secondment	8
8.2. An incoming external secondment	8
7.3 Keeping in touch with External secondees	9
9. Early Termination	10
10. Returning after secondment end date	10
11. Extending a secondment	11
12. Salary and Benefits	11
13. Review	12
Appendix 1. External secondment agreement	13

## Document Control

### Changes History

Version	Date	Amended by	Recipients	Purpose
1.0	June 2020		All Plymouth CAST Employees	New policy to replace policy issued in 2019

### Approvals

This policy requires the following approvals:

Board	Chair	CEO	Date Approved	Version	Date for Review
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	July 2021	1.0	September 2023

### National/Local Policy

☐ This policy must be localised by Academies

☒ This policy must not be changed, it is a CAST/National Policy (only change logo, contact details and any yellow highlights)

### Position with the Unions

Does the policy require consultation with the National Unions under our recognition agreement? ☒

Yes ☐ No ☐ If yes, the policy status is: ☒ Consulted and Approved ☐ Consulted and Not Approved

☒ Awaiting Consultation

### Distribution

This draft document has been distributed to:

Position	Date	Version
All CAST Central employees, CAST Headteacher, CAST Directors, JCC	September 2021	1.0

## **1. Vision and Values**

- 1.1. Plymouth CAST is a multi-academy trust of Catholic schools which is part of the mission of the Catholic Church dedicated to human flourishing and the building of a kingdom of peace, truth and justice. The Trust is to be conducted in all aspects in accordance with canon law and the teachings of the Roman Catholic Church and at all times to serve as a witness to the Catholic faith in Our Lord Jesus Christ.
- 1.2. Our vision and values are derived from our identity as a Catholic Trust. Central to our vision is the dignity of the human person, especially the most vulnerable. Our academies are dedicated to providing an education and formation where all our pupils and young people flourish in a safe, nurturing, enriching environment. All governors in our academies are expected to be familiar with the vision, mission, values and principles of the Trust and not in any way to undermine them. They should support and promote the vision and conduct themselves at all times in school and on school business according to the vision and principles of the Trust
- 1.3. Plymouth CAST expects all its employees to recognise their obligations to each school within the Multi-Academy Trust, the public, pupils and other employees and to provide consistently high standards of education and performance at all times and in accordance with Plymouth CAST's vision, mission and principles.

## **2. Purpose**

- 2.1. To achieve high quality and efficient education and good employee relations the purpose of this policy is to:
  1. Set out the framework for the application and management of secondments across Plymouth CAST for both internal and external secondments.
  2. Ensure the fair, consistent approach to employees in the management of secondments.
  3. Give clear guidance on how managers should support and encourage secondments where possible.
- 2.2. Plymouth CAST is committed to developing the skills, knowledge and experience of its employees. Secondments can be an option for the Trust to manage existing talent, succession planning and offer career development opportunities. This policy sets out the processes that should be followed to support this across the Trust.

## **3. Scope**

- 3.1. This policy applies to all Plymouth CAST employees

#### **4. General Principles**

- 4.1. A secondment is the temporary move of an employee either within the Trust (internal) or the temporary transfer of an employee either to or from a partner organisation (external secondment). In each case the employee will have the opportunity to return to their substantive post on completion of their secondment unless otherwise agreed.
- 4.2. Each request should be handled on its own merit.
- 4.3. Types of work which might be considered for secondment include:
  - a project
  - introduction of a new initiative
  - policy development
  - a specific task of limited duration or with an uncertain future
  - a short-term appointment to cover a new area of work prior to making a permanent appointment
  - maternity or sickness absence cover
  - the filling of a permanent role through a limited period secondment, to meet the individual's development need.
- 4.4. Secondments may be within the same department/School in which the employee currently works, or elsewhere within the Trust or externally.
- 4.5. Secondments must be based on mutual agreement between the employee and the line manager, Trust and host organisation. It must be agreed in writing.
- 4.6. The Trust, as the employer, retains control over the employment relationship when an individual is seconded to an external organisation.
- 4.7. All employees can apply for a secondment opportunity provided they are not currently on secondment, probation or have a live disciplinary or capability warning.
- 4.8. There may be operational needs or requirements which could lead to an application for release being declined.
- 4.9. Secondments must not be used in place of other contractual arrangements for staff. An employee's main terms and conditions of employment will remain unchanged, the employee will be provided with a secondment agreement by HR outlining the contractual details of the secondment.
- 4.10. Secondments will normally be restricted to a maximum of one year, after which the employee will be expected to return to their substantive post. Requests for secondments of more than one year may be considered, if the School/Trust are able to support this.

4.11. If a staff member deems their request to participate in a secondment arrangement is unreasonably withheld by their line manager, they may appeal the refusal to be offered the opportunity to apply for secondment through the Grievance procedure.

4.12. All employees should be treated fairly and consistently.

## **5. Equal Opportunities**

5.1. The secondment policy must always be applied fairly and in accordance with employment law and Plymouth CAST Equal Opportunities Policy.

## **6. Responsibilities**

### **6.1. All parties**

6.1.1 The objectives of the secondment both from the perspective of the individual's career development and the managers involved, should be agreed and understood by all parties in advance of the commencement of the secondment.

6.1.2 It is essential that there are written terms of the secondment agreement in place and that they are understood by the individual, line managers and host organisations involved. This must include supervision, pay and conditions, arrangements for performance and conduct management and the implications in relation to the return from the secondment. This should also include how costs will be met.

6.1.3 All parties must ensure there are clear guidelines as to how the employee should report sickness absence, requests for annual and special paid leave or other family related leave during the course of the secondment. The employee should be clear on their obligations.

6.1.4 Regular review meetings by the line manager (including the host line manager in the event of an external secondment) should be established with the secondee to monitor progress and highlight any issues which need to be addressed arising from the secondment.

6.1.5 For external secondments the management of appraisals, disciplinarys or grievances are set out within appendix 1. The employee should be clear on their obligations.

### **6.2. Employees**

6.2.1 Ensure prior discussion and agreement from the line manager is obtained before an application for either an internal or external secondment is made.

6.2.2 As secondments represent an opportunity for individual development, personal objectives should be agreed with the substantive post line manager. These should include:

- Employees identifying good practice which could be applied to their substantive role upon their return.

- Broadening the employee's experience, skills and knowledge in relation to specific skills or competencies which would benefit their substantive role with the Trust.

- 6.2.3 Employees must ensure they are contactable by their substantive line manager during the period of the secondment, ensuring any change to personal contact details are provided.
- 6.2.4 Employees must follow absence reporting procedures agreed prior to the commencement of the secondment.
- 6.2.5 Employees will continue to adhere to Plymouth CAST Policies and Procedures if seconded to an external organisation, as well as those of the host organisation.
- 6.2.6 Employees will continue to uphold and represent the Plymouth CAST Vision and Values if externally seconded to a host organisation.

### **6.3. Line Managers**

- 6.3.1** Line Managers will have operational responsibility for implementing this policy and ensuring that appropriate cover can be accommodated.
- 6.3.2** Line Managers will ensure the budget is available to cover any backfilling of the role on a temporary basis.
- 6.3.3** Line Managers must ensure any backfilling of the post encompasses the timeframes of the secondment and includes a provision for possible early termination.
- 6.3.4** Line Managers must ensure all secondment requests will be given careful consideration and accommodated where possible.
- 6.3.5** Line Managers must ensure the granting of a secondment will not adversely affect the smooth running of the School.
- 6.3.6** In the case of shared week internal secondments, agree with the other line manager involved in the terms of the secondment which will include the working pattern, who will be responsible for authorising annual leave, sickness and performance monitoring.
- 6.3.7** In the case of incoming external secondments line managers will ensure appendix 1 the Secondment Agreement is in place.
- 6.3.8** Line Managers must create a tailored induction for the secondee using the Plymouth CAST Induction checklist and ensure that the secondment is carefully reviewed and monitored throughout.
- 6.3.9** Line Managers will ensure HR are kept up to date on any contractual changes such as early termination or extension of the secondment.
- 6.3.10** Line Managers will encourage feedback and evaluation from secondees on or prior to their return to their substantive post.
- 6.3.11** Line Managers will seek support and guidance from HR / school business managers as appropriate.

#### 6.4. HR and School Business Managers

- 6.4.1 HR will support line managers in ensuring the appropriate paperwork is issued to employees who are on secondment
- 6.4.2 HR will support line managers in the application of the secondment policy.
- 6.4.3 HR will provide employees and Schools with the appropriate documentation confirming the terms and conditions of the secondment.

### 7. Internal secondments

- 7.1. An internal secondment is the temporary redeployment of an employee to another role for a specific purpose and period of time, which has the mutual benefit of all parties.
- 7.2. Any internal secondment can be made as a direct appointment, if the period of secondment is 12 months or less or it can be made through the normal recruitment processes, restricting advertising to an internal advertisement only.
- 7.3. Where a role requires specialist or specific skills that can only be sourced within a specified group of staff or a particular department, or where a department/group of staff are undergoing organisational change, it may be possible to advertise the secondment to those limited groups only. In such circumstances line managers should consult with HR.
- 7.4. An internal secondment can be initiated when the opportunity is identified by the line manager and is approved via the staff authorisation process.
- 7.5. Internal secondments may occur when a member of staff has the necessary skills, knowledge and experience to undertake a particular role that the Trust requires doing which cannot be covered by existing roles;
  - 7.5.1 This will be for a time limited duration.
  - 7.5.2 The employee will be provided with a development opportunity whilst retaining the right to return to their substantive post at the end of the secondment.
  - 7.5.3 The line manager of the secondee must agree in advance that the substantive role (or an equivalent role) can be retained for the member of staff. In some cases (e.g. a restructure), this may not be possible, and the Trust will seek to re-deploy where possible.
  - 7.5.4 Internally seconded employees will be consulted if there are any proposed organisational changes to take place which are likely to affect their substantive post.
  - 7.5.5 If, during the secondment period, any restructuring occurs that affects the substantive post the secondee will be included in the consultation process and treated as if they were still in post.



7.6 The Plymouth CAST Safer Recruitment policy should be adhered to for internal secondments.

## **8. External secondments**

An external secondment will involve the temporary transfer of an employee to a partner organisation (e.g. another academic establishment) for an agreed period of time, whilst remaining an employee of Plymouth CAST.

### **8.1. Existing employees applying for an external secondment;**

- 8.1.1 Employees should put forward their request for an external secondment in writing to their line manager, identifying the benefit for their development and how any new skills, knowledge and experience obtained will benefit their substantive post.
- 8.1.2 The line manager will ascertain whether the employee's role can/cannot be covered and plan for how their duties will be covered for the duration of the secondment, taking into consideration any negative impacts on the Schools performance or budget.
- 8.1.3 Any secondment granted is at the discretion of the employee's line manager, with the support of SBM's/HR if required. The employee's attendance, performance and conduct record should be taken into account as part of the decision-making process.
- 8.1.4 The Trust will continue to pay the employee and the School/department will invoice the host organisation for the salary, on-costs and any other expenses incurred for the duration of the secondment.

## **9. Incoming external secondments**

9.1 An incoming external secondment is where an individual from another employer (the seconding organisation) comes to work for Plymouth CAST for a defined period of time, whilst maintaining their contract with the seconding organisation (their substantive employer).

### **9.2 Inward secondments may be used for;**

- 9.2.1 Bringing an individual into the Trust for a defined period of time with a view of them returning to their substantive employer at the end of the period.
- 9.2.2 An advertised opportunity for specific knowledge exchange or transfer from partner organisations or to bring specialist professional skills that are otherwise unavailable in the Trust.
- 9.2.3 As an alternative appointment arrangement following the advertisement of a fixed term post.

9.3 External vacancies would not usually be advertised as a secondment unless they are specifically to meet the needs for knowledge exchange/transfer or to bring current professional skills into the Trust on a short to medium term basis. An advert for a

fixed-term post may include a statement that applications for secondment are welcome. These secondments will not normally be considered in response to an advert to recruit to an open contract.

9.4 The School/department will reimburse the host organisation for the salary costs and expenses incurred by the secondee for the duration of the secondment. This will be done by the host organisation invoicing the School/department.

9.5 Secondees normally work under the terms and conditions set out in their substantive contract. Line Managers will need to agree with the substantive organisation how to record any annual leave taken, periods of sickness absence. Line Managers should try to obtain a copy of the secondee's contract of employment including the main terms and conditions.

9.6 At the end of the secondment the individual will return to their substantive employer. As they remain employed by the host organisation, they will not be eligible for terms and conditions of Plymouth CAST.

9.7 Keeping in touch with External secondees

9.7.1 Employees should provide their line manager with contact details for the period of the secondment and notify them if these details change.

9.7.2 There should be reasonable contact between the employee and line manager during the secondment period to ensure objectives are being met and to make the return to work easier for both parties.

9.7.3 Employees should continue to notify their line manager of absences such as sickness and annual leave, in accordance with the appropriate Plymouth CAST policies.

9.7.4 Line managers are responsible for ensuring employees are updated of any workplace developments in their area of work.

## **10. Early Termination**

10.1. A secondment may not be terminated unilaterally by the employee, line manager or the Trust/host organisation. If early termination is sought, agreement must be reached by all parties and four weeks written notice provided. A request for early termination will not be unreasonably withheld.

10.2. A request for early termination from an employee will be considered alongside factors which include, but are not limited to;

10.2.1 The employment or contracting of other staff to cover the staff members duties during the secondment

10.2.2 Any adverse impact to the school or department

- 10.2.3 The financial implications to the Trust of having to terminate a third party contracted entered into as a partial or direct result of the secondment.
- 10.3. A request for early termination from the line manager responsible for the secondment post will be considered alongside factors which include, but are not limited to;
- the underperformance or capability of the individual in the secondment role
  - employee dissatisfaction
  - early completion of work/assigned project
  - any adverse impact to the business or team;
  - the financial implications to the Trust of having to terminate a third-party contract entered into as a partial or direct result of the secondment.

10.4 In the event early termination is agreed by all parties, transfer back to the staff member's substantive role will be at the earliest opportunity and dates of transfer confirmed in writing by HR upon notification from the line manager.

## **11. Returning after secondment end date**

- 11.1. Employees will usually return to their substantive post on the same terms and conditions prior to the secondment. The return date will be the next working day following the end date of the secondment period.
- 11.2. If it is not possible for an employee to return to their substantive role because:
- Their position has become redundant
  - Their duties have changed as a result of business reorganisation
  - There is a substantive business or occupational reason;

The staff member will be consulted in accordance with the Plymouth CAST Redundancy and Redeployment Policy.

11.2.1 Where the staff member under notice of redundancy accepts an internal secondment, the offer will be made on the basis that the staff member will become redundant at the end of the secondment if they are covering a fixed term contract.

11.2.2 The originating substantive posts School/business area will be responsible for covering the costs associated with the redundancy.

## **12. Extending a secondment**

- 12.1. Any short-term extension to the secondment will be agreed on a fixed term basis. All secondments should be for a maximum of one year. This can be extended under exceptional circumstances. Any extensions should be agreed by all parties within six

weeks of the agreement end date and authorised in accordance with the staff authorisation process.

- 12.2. In the event an employee is to continue in the seconded role in an open-ended contract after one year, the seconded role will become their substantive post. They will be unable to return to their pre-secondment role. HR will provide a change to contract letter and confirm the seconded role is their new substantive role.

### **13. Salary and Benefits**

- 13.1. If the secondee covers a post at the same grade, no change will be made to their existing pay. If the secondee is covering a higher grade post, then the salary will commence at the bottom of the pay scale for the grade of the role. Salary increments will then apply.
- 13.2. If the secondee takes a role at a lower grade e.g. if it was for a planned career change, they will be eligible for 12 months pay protection and then would be expected to move to the pay level of the secondment role.
- 13.3. Any increments and pay awards due will be made to the substantive post as normal so that the employee returns to the same salary that they would have received had the secondment not occurred, including increments.
- 13.4. Membership of the pension scheme will remain unaffected throughout the period of the secondment.
- 13.5. The staff member's continuous service date will remain unchanged.
- 13.6. Salary and associated costs will normally be re-charged to the School/business areas budget where the secondment is being hosted.
- 13.7. On completion of the secondment, the secondee will return to their normal role at their previous grade level and previous terms and conditions.

### **14. Review**

- 14.1. The content of this policy and procedure may be subject to revision from time to time following consultation with the recognised trade unions.

Date	Page	Details of the change	Agreed by

#### 14.2. History of changes

**Policy to be reviewed by the Plymouth CAST Board in consultation with the JCC on the review date stated or when legislation changes or operational reasons arise.**

## Appendix 1. External secondment agreement

### Secondment Agreement

This agreement is issued as a supplement to an existing contract of employment and sets out the terms and conditions on which the secondment is based. It should be read in conjunction with the existing terms and conditions of employment.

**Name:**

**Name of the Secondee's employer:**

**Title of Secondment Post:**

**Host Organisation:**

**Accountable manager in the Host Organisation:**

**1. Period of secondment:**

This secondment commences on <date> until <date>.

Upon the expiry of the secondment you will return to your employer on your substantive terms and conditions of employment.

If there is to be an amendment to the duration of the secondment then this must be discussed with all parties concerned as early as possible so that suitable arrangements can be made.

The secondee's manager, secondee and host organisation need to formally agree the overall objectives from the outset. These should be attached to this agreement.

The host organisation will provide the secondee with support through supervision and mentoring/coaching. If mutually agreed, a mentor should be identified to support the development process and help increase learning.

The host organisation will ensure appropriate induction arrangements are in place at the commencement of the secondment.

**2. Hours of Work**

Whilst on secondment your normal hours of work will be <insert details> hours per week. The host organisation reserves the right to vary these hours following consultation.

**3. Duties and Location**

You will normally be based in <insert location>.

In addition to your normal duties during the secondment, you may be required to undertake various other duties within your competence beyond the confines of your normal role.

**4. Remuneration**

Your salary during the period of secondment will be £££,£££ per annum (Leadership pay point <insert scale>), paid by your employer reimbursed by the host organisation. Your pay review date and the basis for that review will be as per your substantive contract with the organisation unless otherwise agreed.

**5. Annual Leave**

Whilst on secondment all annual leave must be agreed with your employing manager and confirmed with the host organisation. Your annual leave entitlement will be as per your contract of employment.

Whilst on secondment the public holidays recognised by the host organisation will apply and your entitlement to paid public holidays will be as per your contract of employment.

**6. Notice Period**

In the event you decide to resign from your employment with the organisation during the period of the secondment you will still be required to give the organisation the period of notice as detailed in your contract of employment.

**7. Pension**

Membership of the Teachers' Pension Service is not affected by this secondment and contributions will continue to be deducted from your salary in accordance with the normal rules of membership.

**8. Sickness or Other Absence**

For the duration of the secondment you will be expected to comply with the host organisation's local sickness absence reporting arrangements. However, the organisation's Sickness Absence Policy will still apply.

In all other respects, the organisation's normal policies on absence from work will apply.

**9. Discipline**

In the event that an issue arises that needs to be dealt with under the disciplinary policy, the organisation's policy and procedure will apply.

**10. Grievance Procedure**

In the event that an issue arises that needs to be dealt with under the Grievance and Disputes Procedure, you should raise this with your manager in the host organisation. If the grievance cannot be resolved informally then the organisation's Grievance and Disputes Procedure will apply.

**11. Personal and Professional Development**

It is agreed that you will take responsibility for your continuing professional development whilst on secondment to ensure you maintain a high standard of professional competence and conduct, taking into account the recommendations of your professional associate. The host organisation will wish to support your continuing development with your Manager, who will advise on support available.

In addition to any mandatory/statutory training, you will be expected to undertake training and development activities either deemed by the host organisation to be necessary for the discharge of your duties whilst on secondment and/or as identified in your personal development plan

**12. Health and Safety**

You have a duty under Health and Safety legislation to take reasonable care for the health and safety of yourself and of others who may be affected by your action or behaviours. Whilst on secondment you must familiarise yourself with the host organisation's Health and Safety at Work General statement and associated policies and procedures applicable to the host organisation and to your area of work. In addition, you have a responsibility to cooperate with the host organisation's management and others in meeting statutory requirements.

For the duration of the secondment you will be required to adhere to the host organisation's policy on smoking on their premises.

Neither the organisation nor the host organisation accepts any responsibility for damage to or loss of your personal property whilst at work or elsewhere. You are, therefore, recommended to consider insuring your own property.

**13. Confidentiality**

During the course of your secondment you may find yourself in possession of information (e.g. relating to pupils, staff or the working of the Host), the disclosure of which could be construed as a breach of confidentiality. Any such breach of confidentiality will normally be considered a serious disciplinary offence, which could result in dismissal.

**14. Standards of Business Conduct**

You will be required to comply with the host organisation's policy/codes in respect of uniform/dress.

**Signed (on behalf of the Employing Organisation):**

Date:



Name:

Designation:

**Signed (on behalf of the Host):**

Date:

Name:

Designation:

---

**I confirm I have received a copy of this document and agree to being seconded on the terms and conditions specified.**

Signed:

Date:

Name of Seconded: